



## Action Against Hunger Mission Sudan

Khartoum, September 11<sup>th</sup>, 2022

**Our reference: SD-KH-00165**

**SUBJECT: INVITATION TO TENDER FOR SUPPLY AND INSTALLATION OF  
HYBRID SOLAR WATER PUMPING & STREET LIGHTING SYSTEMS**

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Dear Mr/Ms Bidder,

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger in writing at least 7 days before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least 2 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before October 2<sup>nd</sup>, 2022 as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Hani Mohamed  
Logistics Manager



**Call for Tender  
for  
Supply and  
installation of hybrid  
Solar water pumping  
& Street lighting  
systems**

**Publication reference:**

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# A - INSTRUCTIONS TO BIDDERS

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In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Action Against Hunger General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

## 1. Preamble

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women, and men.

Established in France in 1979, Action Against Hunger are a nongovernmental, non-political, non-religious, non-profit organisation.

Action Against Hunger is present in Sudan since 2018, with operational bases in Khartoum, White Nile, South Kordofan and Central Darfur states. AAH specializes in emergency interventions and implementing nutrition centric and sensitive interventions incorporated with activities for WASH, FSL, Mental Health Care Practices (when feasible) and all activities are mainstreamed with Gender and Protection

## 2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the Upgrading of existing seven hand pumps into hybrid solar systems & Installation of solar lighting at solar systems and health facilities in Action Against Hunger projects to the following locations specified by Action Against Hunger:

- South Kordofan
- Central Darfur
- Blue Nile
- White Nile

The Purpose of this Call for Tender is to sign a contract for the supply, delivery & Installation of Solar pumps and Solar Lighting System, and their delivery to Action Against Hunger as specified locations.

The Call for tenders aims at selecting reliable equipment and supplier(s).

Total quantities mentioned in this Call for Tenders are estimates of Action Against Hunger's immediate needs and may vary by ten percent (10%): this estimation can in no case be considered as a firm order from Action Against Hunger

The goods are divided in 4 lots. A detailed description of the goods and services required by Action Against Hunger International is contained in the technical specifications (see APPENDIX A – Technical specifications).

LOT NO	Description	Unit	Quantity	State	Villiges
1	Upgrading of existing hand pumps into hybrid solar systems	System	4	South Kordofan - Kadugli	Altrtar makhanka, Altratre, Zrafa dbakar and Aldaba villages in Altadamon
	Installation of solar lighting at solar systems and health facilities	PCs	16		Alzarafa, Alsariha, Balula, Raiba, Um Bayud, Um Elkhayrat, Um Kadada, Wakara, Tartar and Tosi villages in Altadamon
2	Upgrading of existing hand pumps into hybrid solar systems	System	2	Central Darfur - Zalingi	Korly village in Zalingei and Beja village in Wadi Saleh
	Installation of solar lighting at solar systems and health facilities	PCs	2		Beja and Korly
3	Upgrading of existing hand pumps into hybrid solar systems	System	1	Blue Nile - Damazine	Kurmuk village in Damazine
	Installation of solar lighting at solar systems and health facilities	PCs	11		Dindro, Oklily and Kaili villages in Kurmuk and Gerawa, Ahmer Roro and book villages in Altadamon
4	Installation of solar lighting at solar systems and health facilities	PCs	21	White Nile	Goz Alrief, Esoniet, Fagiedi, Mogam, Abu Osfor, Alsafa Al-Ahamda, Bagbagat and Dabat Hamra in Guli locality, Gardood, Andalos, Gikhiasat, Abu Hamra, Zawrab and Alsalam villages in Elduim

A detailed description of the goods and services required by Action Against Hunger International is contained in the technical specifications (see APPENDIX A – Technical specifications).

### 3. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications from Action Against Hunger	Tuesday, Sept 20 <sup>th</sup> 2022	12:00 pm
Last date on which clarifications are issued by Action Against Hunger	Thursday, Sept 22 <sup>nd</sup> 2022	12:00 pm
Deadline for submission of tenders (receiving date, not sending date)	Sunday, Oct 2 <sup>nd</sup> 2022	1400
Tender opening session by Action Against Hunger	Monday, Oct 3 <sup>rd</sup> 2022	12:00 pm
Notification of award to the successful tenderer	Sunday, Oct 10 <sup>th</sup> 2022	
Signature of the contract	Monday, Oct 11 <sup>th</sup> 2022	

\* All times are in the local time of Sudan

Please note all dates are provisional dates and Action Against Hunger reserves the right to modify this schedule.

Please note Action Against Hunger reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into a competitive dialogue with the shortlisted companies.

### 4. Questions and Clarifications

If Action Against Hunger, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following address, ideally by email, or by post mail, up to seven (7) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

**Contact name: Hani Mohamed**  
**E-mail: [hmohamed@sd.acfspain.org](mailto:hmohamed@sd.acfspain.org)**  
**Phone +249 91 691 0661**

Any prospective tenderer seeking to arrange individual meetings with Action Against Hunger during the tender period may be excluded from the tender procedure.

## **5. Clarification meeting / site visit**

Visits by individual prospective bidders, other than this meeting, cannot be permitted during the tender period.

## **6. Eligibility**

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

## **7. Instructions to submit an Offer**

### **7.1 – Response Format**

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words **“not to be opened before the tender opening session”** written in English.

This sealed non-identifiable envelope shall be titled:

**SOLAR PUMPS & LIGHTING SYSTEM**  
**SD-KH-00165**

The tenders shall be sent by email, by private courier service or personal delivery against receipt to the following address:

House #3/Block# 11/St. #49, Amarat, Khartoum

**So that it is received no later than 2<sup>nd</sup> of October 2022 @ 1400.**

Offers can potentially be submitted by email.

In such case, the same reference shall be used as the email title.

Offers should be sent to [\*\*hmohamed@sd.acfspain.org\*\*](mailto:hmohamed@sd.acfspain.org)  
[\*\*emohammed@sd.acfspain.org\*\*](mailto:emohammed@sd.acfspain.org)

Within the same deadline as offers submitted in hard (paper) copies.

Whichever format is chosen, offers must be received by Action Against Hunger no later than the **2<sup>nd</sup> of October 2022 @ 1400.**

**NB:**

**Late proposals will not be accepted and will be returned to the Proponent or discarded.**  
Also, all proposals will be irrevocable after the Call for Tenders closing date

## **7.2 – Content of Tenders**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) **Tender dossier**, with all pages signed and stamped, and all annexes filled out, as follows:
  - i) “Supplier Questionnaire” (Annex B) duly completed.
  - ii) “Detailed pricing matrix” (Annex C), including packaging and payment conditions, and any other necessary comments. Prices can be given to only one or several delivery options. Note that prices must be quoted in SDG.
  - iii) “The Declaration of compliance and commitment to respect Action Against Hunger Good Business Regulations” (Annex D) filled and signed by the duly authorised person.
  - iv) Action Against Hunger Terms and Conditions of Purchase (Annex E), signed and approved by supplier. If applicable, a letter specifying differences between the Supplier Sales conditions and Action Against Hunger General Purchase Conditions.
  
- 2) **Technical and administrative offer**, including all the necessary documents to prove the company’s technical compliance according to AAH technical specifications (Annex A), and its administrative and economical solvency. The technical offer should contain, and not be restricted to, the following documents:
  - i) Valid copy of registration certificate from Sudan Trade Register, Engineering Association
  - ii) Copy of the ID of all company owners,
  - iii) Relevant certificates of origin of the products, composition, or expiry date, if any,
  - iv) Bank certificate of solvency issued by your Bank on the bank Letterhead,
  - v) Relevant experience
  - vi) Any other relevant information considered by the bidder,

all pages, or zip containing several files), as follows:

- File 1 – Tender dossier
- File 2 – Technical and administrative offer

Including each of them, as minimum, the contents defined above.

**Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer’s proposal.**

## **8. Call for Tender Process**

Action Against Hunger reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

## **9. Period of validity**



Suppliers shall be bound by their tenders for a desired period of sixty (60) days from the deadline for submission of tenders.

Prices and conditions defined in the contract signed with the selected supplier will be valid for a minimum of two months after contract signature.

## **10. Currency of tenders**

Tenders should be presented in SDG, **VAT included**.

## **11. Language of offers and procedure**

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger must be written in English.

## **12. Alteration or withdrawal of tenders**

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

## **13. Costs of preparing tenders**

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

## **14. Opening, evaluation of tenders and selection criteria**

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Khartoum by an Evaluation Committee made up of representatives of Action Against Hunger.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with Action Against Hunger terms and conditions
- Total price/cost submission
- Demonstrable ability to perform all functions related to the scope within the time specified
- Bidders' references
- Bidders' product and service offering

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of

formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Action Against Hunger in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 15. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). Action Against Hunger will send the signed purchase documents in two original copies to the successful bidder.

Within ten (10) working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within ten (10) working days, Action Against Hunger can consider after notification the award as null and void.

**Action Against Hunger will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.**

The unsuccessful tenderer will be informed in written shortly after the award.

## 16. Ownership of tenders

Action Against Hunger retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

## 17. Contract

The contract that will be concluded between the successful tenderer and Action Against Hunger is done according to Action Against Hunger standard contract

The contract will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier
- Action Against Hunger Terms and Conditions attached in Appendix G for additional elements not covered in the Tender Dossier
- The selected supplier's offer
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by Action Against Hunger

## 18. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.**

**The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.**

## 19. Ethics

Action Against Hunger pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by Action Against Hunger and introduced in the Appendix E of this tender dossier. The tenderers will have to fill and sign the Appendix F: *Declaration of compliance & commitment to respect Action Against Hunger Good Business Regulations*.

## B – TECHNICAL and COMMERCIAL SPECIFICATIONS

### 20. Technical description of the Goods / Services

The subject of the call for tender is the **supply delivery & Installation** by the supplier of the following **products/services** to Action Against Hunger:

Tenderers can submit an offer for one or several or all lots to one or several locations (Kadugli in in South Kordofan state, Zalingie in Central Darfour state). Offers must clearly show what lots are included.

#### 20.1 Lots

The interested suppliers are required to bid by lots:

LOT NO	Description	Unit	Quantity	State	Villages
1	Upgrading of existing hand pumps into hybrid solar systems	System	4	South Kordofan - Kadugli	Altrtar makhanka, Altratre, Zrafa dbakar and Aldaba villages in Altadamon
	Installation of solar lighting at solar systems and health facilities	PCs	16		Alzarafa, Alsariha, Balula, Raiba, Um Bayud, Um Elkhayrat, Um Kadada, Wakara, Tartar and Tosi villages in Altadamon
2	Upgrading of existing hand pumps into hybrid solar systems	System	2	Central Darfur - Zalingi	Korly village in Zalingei and Beja village in Wadi Saleh
	Installation of solar lighting at solar systems and health facilities	PCs	2		Beja and Korly
3	Upgrading of existing hand pumps into hybrid solar systems	System	1	Blue Nile - Damazine	Kurmuk village in Damazine
	Installation of solar lighting at solar systems and health facilities	PCs	11		Dindro, Oklily and Kaili villages in Kurmuk and Gerawa, Ahmer Roro and book villages in Altadamon
4	Installation of solar lighting at solar systems and health facilities	PCs	21	White Nile	Goz Alrief, Esoniet, Fagiedi, Mogam, Abu Osfor, Alsafa Al-Ahamda, Bagbagat and Dabat Hamra in Guli locality, Gardood, Andalos, Gikhiasat, Abu Hamra, Zawrab and Alsalam villages in Elduim

Tenderers can submit an offer for one or several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by Action Against Hunger.

#### 20.2 Variation in quantity

Action Against Hunger reserves the right to vary the quantities stipulated at the time of ordering within a range of ten percent (10%) of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

### **20.3 Packaging requirements**

The supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by Action Against Hunger, unless provided for in the order placed by Action Against Hunger.

Any deposit on packaging, palettes, or containers, eventually accepted by Action Against Hunger, shall necessarily be mentioned on the supplier's delivery slips.

### **20.4 Marking**

Parcels must be duly labelled, and numbered, in conformity with the delivery bill.

## **21. Delivery conditions**

### **21.2 Disposal / Delivery date (or delivery plan)**

[The total quantity of the product must be delivered or ready for inspection before shipping to specified location/s

Action Against Hunger shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products. It is therefore up to the supplier to insure the products if necessary.

### **21.3 Documentation**

Before each delivery, the supplier must submit a copy of the delivery note and all the shipping documents detailed below BEFORE loading and shipping the goods, in order to get the formal agreement from Action Against Hunger to deliver the goods.

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide Action Against Hunger with:

- a delivery note and / or Packing List
- a commercial invoice

The Supplier commits to inform Action Against Hunger of any constraint or specific regulation linked to the goods or service supply or to the country of importation

## **22. Quality of the product**

## 22.1 Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide Action Against Hunger with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear. Products supplied by the Supplier are covered by a **twelve (12) month warranty**.

The supplier shall put in place, and communicate to Action Against Hunger, their internal quality control system, if Action Against Hunger deems it necessary for the guarantee of the supplier's products.

The Supplier will inform Action Against Hunger about all quality certifications, labels (NF, ISO, CE...) and internal quality process that may apply to its goods or services and will supply all official documents upon Action Against Hunger request.

Action Against Hunger reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

## 22.2 Preliminary inspection

The storage of the product in the selected supplier's warehouse will have to be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection, the selected supplier will inform Action Against Hunger.

## 22.3 Delivery inspection and acceptance of the delivery

Action Against Hunger representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in each location

The objective of the delivery inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier
- The quantity delivered
- The quality of the product delivered

Action Against Hunger representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, Action Against Hunger will accept the products

## 23. Non conformity of delivery

### 23.1 Quality and condition

Should the quality or the condition of the products not satisfy Action Against Hunger requirements at the moment of the preliminary inspection or delivery inspection, Action Against Hunger reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non-compliance (for food: from the issuing of a certificate of non-conformity). The replaced products will again be subject to the rules laid down in this contract, including the twelve (12) month guarantee (IF APPLICABLE)
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

If the supplier is not able to replace the defective goods within the agreed timeframe, Action Against Hunger reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning Action Against Hunger or the institutional donor's name.

### **23.2 Quantity**

Action Against Hunger reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense.

In case Action Against Hunger decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest fifteen (15) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

### **23.3 Late Delivery**

-  
Due to the emergency and constraint triggered off by Action Against Hunger specific humanitarian activities, the disposal or delivery dates define in article 21.2 are fixed and mandatory.

The supplier must notice Action Against Hunger about any potential delay, as soon as he is aware of it, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the supplier has informed Action Against Hunger upfront, if the delay is solely the supplier's responsibility, penalties below will apply.

In the event of the Supplier being late for delivering the products, a penalty of Five per cent (5%) of the total order amount (before tax) OR of the products to be delivered, shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of Action Against Hunger.

If delivery does not take place one month after the set delivery deadline, the contract will be deemed void.

If delivery does not take place one month after the notification by Action Against Hunger of non-compliant or missing products, Action Against Hunger reserves the right to simply cancel the order and delivery of remaining quantities.

## 24. Invoicing & Payment

### 24.1 Invoicing

Payments will occur after acceptance of the products by Action Against Hunger representative and upon the receiving of two original invoices issued by the supplier.

### 24.2 Payment

All payments will be exclusively made by cheque or bank wire transfer on behalf of the supplier, on his/her bank account in Sudan only.

The currency of payment is **SDG**.

**Partial payments will occur after the agreed partial deliveries, according to the delivery plan**

In order to claim payments, the supplier must provide Action Against Hunger with the following documents **for each lot/quantity supplied:**

- Two original invoices
- **Delivery notes signed by Action Against Hunger storekeeper/transporter**



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# Appendixes

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Appendix A: Technical Specifications

Appendix B: Supplier Questionnaire

Appendix C: Detailed Pricing Matrix

Appendix D: Bank Certificate

Appendix E: Action Against Hunger's Good Business Regulations

Appendix F: Declaration of compliance & commitment to respect Action Against Hunger Good Business Regulations.

Appendix G: Action Against Hunger Terms & Conditions

## Appendix A: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

**BoQ for Supplay and installation of 7 Hybrid Solar water pumping and street lighting systems in SK, CD, Blue Nile and White Nile.**

No	Description	Total Qty	Unit
1	Supply and fix Submersible pump system LORENTZ PS21800 with all accessories including motor, controller with data module, water level sensor for dry run protection and Power Pack AC, 2000S. flow rate; 5m <sup>3</sup> /H. Required output for 8hours is 40m <sup>3</sup> ,	5	pcs
2	Supply and fix Submersible pump Grundfos SP3A, AC/CD (2.2 KW, Denmark made) with all accessories including, motor, controller and water level sensor for dry run protection. flow rate: 5m <sup>3</sup> /H. Required output for 8hours is 40m <sup>3</sup> .	1	Pcs
3	Supply and fix Submersible pump Grundfos (1.4 KW, SQS 2.5) AC/CD Denmark made) with all accessories including motor, controller and water level sensor for dry run protection. Flow rate: flow rate; 3m <sup>3</sup> /H. Required output for 8hours 24m <sup>3</sup> .	1	Pcs
4	Supply crystalline solar Module 250 Wp with junction box.	66	pcs
5	Supply module Support Structure for Solar array in item (3) above, 15° tilt angle for ground installation and to withstand high wind speed (40 km/h)	7	set
6	Supply flexible 4 core 4x10 mm <sup>4</sup> (black & red),, pump drop cable with hose of 40m PVC 1 inch including termination kits.	7	roll
7	Supply Galvanized pipe 1.25-inch diameter, 3.5 mm thickness (heavy) and 3 m long including all fittings	105	pcs
8	Supply and fix change over switch 75A (Italy or India made)	7	pcs
9	Install system earthling, lightning protection (diameter of 50cm and length of 100cm, piece of copper and coal with salt.	7	set
10	Supply steel box to accommodate the controllers, inverter, switch & JB with good ventilation and two locks mounted separately under array	7	pcs

11	Welding of solar modules with good quality painted angle for protection	7	Job
12	Construction of solar panels protection fence 20x20x2m (from good quality materials) painted heavy angle 2-inch, Gambian wire10x2m & barbed wires on top, and door with locks.	7	fence
13	Construction of water distribution points 3x2x1.2m from bricks, install ceramics at all sides, with good quality 6 water taps, apron, drainage and connect it with the tank.	7	wp
14	Construction of Animal trough for goats, ships, and cows according to the drawing	14	pcs
15	Construction of 15 cubic meters cylindrical elevated water tank	7	tank
16	Installation of Generator John Dong 18 HP diesel with power 7.5 KW including cooling system.	7	Gen
17	Construction of Generator room 3.5 X 3.5 X3m with a square pipes and iron sheets, concrete floor, windows, door with locks.	7	room
18	Supply and fix all in one street solar light 80w with 90-100 LM/W luminous flux, 3000-6500K color temperature, 120° beam angle, 8-12 hours discharging time, polysilicon photovoltaic panel, IP65 waterproof grade with metal post of 5m height from ground level.	50	pcs
18	Installation costing	7	Job

## Appendix B: Supplier Questionnaire

**Company Name:** To fill out by Tenderer

**Publication reference:** SD-KH-00165

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

<b>Company Information:</b>	
<b>1</b>	Is your company registered in Sudan ? <b>Please provide a copy of Registration.</b>
<b>2</b>	When was it registered ?
<b>3</b>	Is your company part of an international company?
<b>4</b>	Do you have other offices / plants in the country ? Where ?
<b>5</b>	How many employees work for your company in-country ?
<b>Financial Information:</b>	
<b>6</b>	What is your yearly income in SDG over the last 3 years:
	Last Year (N-1):
	Previous Year (N-2):
	Previous Year (N-3):
<b>7</b>	Can you provide audited Financial accounts upon request ?
<b>8</b>	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix)
<b>Customer References:</b>	
<b>9</b>	Have you worked in the past with Action Against Hunger (detail year and activity) ?
<b>10</b>	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products / services
<b>11</b>	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services
<b>Technical Capacity:</b>	
<b>12</b>	What is your core activity ?
<b>13</b>	What other products / services do you offer ?
<b>FOR TENDERS on SUPPLY OF PRODUCTS:</b>	
<b>14</b>	Are you the manufacturer of the products presented in the offer?

15	If yes: where is the manufacturing site located ?	
16	What is the production capacity ? (per week / month)	
17	If no, are you an official reseller for these products ? Please provide a copy of Dealer Registration.	
18	Do you have stocks ?	
19	Where are they located ?	
20	What is the average volume / value of your stock ?	
<b>Delivery Capacity (for SUPPLY of PRODUCTS):</b>		
21	Can you hold dedicated stocks for your customers ?	
22	Can you manage delivery to Action Against Hunger bases in specified location on the tender dossier ?	
23	Do you have your own trucks / drivers for delivery ?	
24	Or do you work on a regular basis with a transport company ? (if so, please name it)	
<b>FOR TENDERS on SERVICES:</b>		
14	How many machines / equipment do you own ?	
15	Briefly present a similar service that you have recently provided to another customer	
16	How many Engineers do you have in your team ?	
17	Can you commit on a deadline for delivery (with penalties in case of delay) ?	
<b>Warranty &amp; Maintenance:</b>		
19	What warranty can you offer on your products / services ?	
20	Can you provide original spare parts ?	
21	Can you supply original spare parts for 2 years after purchase?	
22	Please detail additional services you offer: maintenance ? service ? Technical support ? Repair ?	
23	If so, where do you provide such services ? In your facilities only or at the customer's ?	
<b>Subcontracting</b>		
24	Which products / services do you generally subcontract ?	
25	Which products / services would you specifically subcontract in Action Against Hunger project ?	
26	What are the names and Registration numbers of the companies you would subcontract to ?	
<b>Documentation:</b>		
27	Can you provide a detailed Bill of delivery for each delivery ?	
28	Can you provide a certificate of origin for each delivery ?	
29	Can you provide a certificate of conformity / of Quality ?	
<b>Financial Conditions:</b>		
30	What is the validity of your offer ? (minimum 60 days):	

31	If you get awarded the Contract, will you offer fixed prices for 6 months / 1 year ?	
32	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance) ?	
33	In which currency do you invoice your customers ?	
34	When do you issue the invoice ?	
35	When do you expect payment ?	

## Appendix C: DETAILED PRICING MATRIX

### Lot # 1:

LOT NO	Description	Unit	QTY	State	Villiges	Unit price	Total amount SDG
1	Upgrading of existing hand pumps into hybrid solar systems	System	4	South Kordofan - Kadugli	Altrtar makhanka, Altratre, Zrafa dbakar and Aldaba villages in Altadamon		
	Installation of solar lighting at solar systems and health facilities	PCs	16		Alzarafa, Alsariha, Balula, Raiba, Um Bayud, Um Elkhayrat, Um Kadada, Wakara, Tartar and Tosi villages in Altadamon		
2	Upgrading of existing hand pumps into hybrid solar systems	System	2	Central Darfur - Zalingi	Korly village in Zalingei and Beja village in Wadi Saleh		
	Installation of solar lighting at solar systems and health facilities	PCs	2		Beja and Korly		
3	Upgrading of existing hand pumps into hybrid solar systems	System	1	Blue Nile - Damazine	Kurmuk village in Damazine		
	Installation of solar lighting at solar systems and health facilities	PCs	11		Dindro, Oklily and Kaili villages in Kurmuk and Gerawa, Ahmer Roro and book villages in Altadamon		
4	Installation of solar lighting at solar systems and health facilities	PCs	21	White Nile	Goz Alrief, Esoniet, Fagiedi, Mogam, Abu Osfor, Alsafa Al-Ahamda, Bagbagat and Dabat Hamra in Guli locality, Gardood, Andalos, Gikhiasat, Abu Hamra, Zawrab and Alsalam villages in Elduim		
Total SDG							

Price for delivery:	
Delivery Leadtime (in days or weeks):	
Is VAT included ?	

**Technical description must be included**

Validity of this offer (minimum 60 days):	
Commitment to offer fixed prices for 6 months if contract is awarded to your company ?	
Payment Conditions:	



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## Appendix D : BANK CERTIFICATE

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**Document to be copied by the BANK on its own Letterhead paper.**

<b>SOLVENCY CERTIFICATE</b>
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I undersigned .....(name).....

Acting in my quality of .....(position in bank).....

On behalf of Bank .....(bank Name).....

Having its registered address .....(bank address).....

And fully authorized to represent it,

Hereby certify that .....(Company name).....

Having its registered office in .....(Company address).....

And legally represented by .....(Company rep).....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

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## Appendix E:

# Action Against Hunger's GOOD BUSINESS REGULATIONS

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**These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.**

**They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.**

## I. Principles of the procurement procedures

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Action Against Hunger has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

## II. Misbehaviour, ineligibility and exclusion

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**Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:**

- **Fraud** defined as any intentional act or omission relating to:
  - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors funds
  - Non-disclosure of information, with the same effect
  - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors financial interests
- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.

- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

**Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:**

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

**Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:**

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

### **III. Administrative and financial sanctions**

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In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

Action Against Hunger will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

#### **IV. Information of and access for the Donors**

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Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits.

#### **V. Documents to be a supplier**

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Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

**Important note:** Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

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#### **VI. Anti-Corruption Policy**

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If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation. Reports are to be sent as follows: [ethic-mailbox@accioncontraelhambre.org](mailto:ethic-mailbox@accioncontraelhambre.org)

**TO BE FILLED OUT BY THE BID**

I, undersigned ..... representative of ..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger Good Business Regulations and I commit to achieve the best performances in the event ..... is awarded a market.

By signing, I certify that ..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that ..... is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature:

